

## Appendix – Motion/Notice of Hearing Fee Exemptions

Updated Effective August 1, 2013

- **Notice of Hearing on Motion for Costs or Attorney Fees.** G.S. 7A-305(f), 7A-306(g), and 7A-307(a)(4).

Each of the statutory provisions for the motion/notice of hearing fee provides that the fee is not to be assessed for "a notice of hearing on a motion containing as a sole claim for relief the taxing of costs, including attorneys' fees." Therefore if the only request for relief in the motion is for costs and/or attorney fees, the fee does not apply when the notice of hearing is filed.

- **Notices of Hearing on Motions under G.S. 7A-308.**

Currently, there are only three motions for which fees are assessed under G.S. 7A-308, and which therefore are exempt from the motion/notice of hearing fee of G.S. 7A-305(f), 7A-306(g), and 7A-307(a)(4). For each of these three motions, the clerk should assess the fee specified in G.S. 7A-308 upon the filing of the motion, not for the filing of a notice of hearing on the motions.

- (a)(2) Proceedings supplemental to execution [initiated by motion in the cause].
- (a)(14) Substitution of trustee on a deed of trust [in a judicial foreclosure].
- (a)(20) Motion to assert a right of access under G.S. 1-72.1 [to a judicial proceeding or record].

- **Civil Actions - Additional Fee-Exempt Motions.** G.S. 7A-305(f).

### Child Support Proceedings – Exemptions for IV-D Agencies

Pursuant to S.L. 2013-225, § 4.(a), the fee for notices of hearing on motions in civil actions does not apply to motions filed by a child support enforcement agency established pursuant to Part D of Title IV of the Social Security Act.

This means that the motion/notice of hearing fee shall not be charged to a IV-D agency when the IV-D agency is the filer of the motion.

### Domestic Violence Proceedings

Because any motion filed in a proceeding under Chapter 50B of the General Statutes (e.g., for contempt for violation of the order) may be necessary to the enforcement of such order, and because court costs may not be assessed for actions associated with a protective order, pursuant to G.S. 50B-2(a), the fee should not be assessed for notices of hearing on motions for the enforcement or modification of orders under Chapter 50B.

- **Special Proceedings - Additional Fee-Exempt Motions.** G.S. 7A-306(f).

Pursuant to G.S. 7A-306(f), the costs in that statute do not apply to foreclosures under power of sale in a deed of trust or mortgage, so the motion fee is not to be assessed in those proceedings.

- **Estates - No Additional Exemptions.** G.S. 7A-307(a)(4).

Other than motions for costs and attorney fees and motions under G.S. 7A-308, listed above, there are no exemptions from the motion/notice of hearing fee in estate cases.



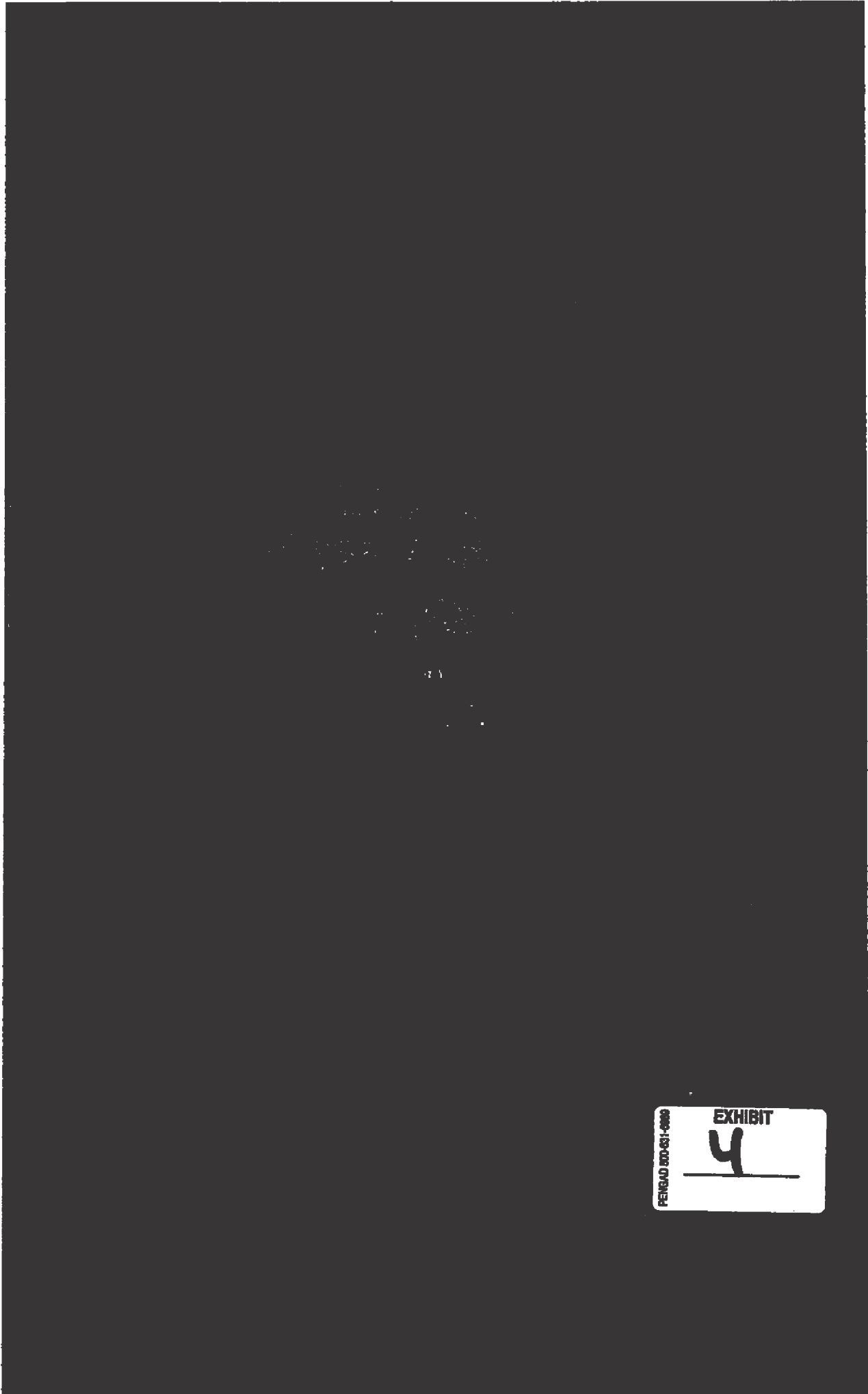


EXHIBIT  
4  
FENGLAO 800-631-0886

# Resident Ledger



Date: 04/25/2018

<b>Code</b>	1-16500	<b>Property</b>	4477301
<b>Name</b>	Katrina Wallace	<b>Unit</b>	001 17
<b>Address</b>	5901 Patterson Drive # 17	<b>Status</b>	Active
<b>City</b>	Durham NC 27713	<b>Rent</b>	\$71.00
		<b>Phone (H)</b>	(919) 497-2535
		<b>Phone (M)</b>	(919) 497-2535


Date	Description	Charge	Payment	Balance	Chg./Pac
04/20/2017	Application Fee (Katrina Wallace)				
04/20/2017	chk# ACH WEB Online Payment				
04/22/2017	Rent for 9 days			274.40	
04/22/2017	Pest Control for 9 days			219.32	
04/22/2017	Trash Removal for 9 days			283.20	73392.72
04/22/2017	Security Deposit			1,404.20	73392.72
04/25/2017	chk# 47-035524845			504.20	3085053
04/25/2017	chk# 47-035524847			183.20	3085054
04/25/2017	chk# 47-035524846			283.20	3085056
04/25/2017	chk# 47-035524844			57.10	3085059
05/01/2017	Rent (05/2017)	928.00		985.10	7474074
05/01/2017	Utility Extermination (05/2017)	3.00		988.10	7474075
05/01/2017	Trash Collection (05/2017)	13.00		1,001.10	7474076
05/05/2017	chk# 191032		888.00	113.10	3131085
06/01/2017	Utility billing admin 04/22/17-04/30/17	3.75		116.85	7613432
06/01/2017	Utility water - 04/22/17-04/30/17	9.55		126.40	7613433
06/01/2017	Utility water sewer - 04/22/17-04/30/17	3.27		129.67	7613434
06/01/2017	Rent (06/2017)	928.00		1,057.67	7666383
06/01/2017	Utility Extermination (06/2017)	3.00		1,060.67	7666384
06/01/2017	Trash Collection (06/2017)	13.00		1,073.67	7666385
06/06/2017	Late Fees, 5% of \$1025.10	51.26		1,124.93	7713908
06/06/2017	Rent Charged Incorrectly	(113.10)		1,011.83	7715368
06/06/2017	Charged Incorrect	(7.71)		1,004.12	771537
06/12/2017	chk# 47-035524917		59.55	944.57	320491
06/12/2017	chk# 192806		888.00	56.57	320498
07/01/2017	Utility billing admin - 04/30/17-05/27/17	3.75		60.32	783047
07/01/2017	Utility water - 04/30/17-05/27/17	20.30		80.62	783048
07/01/2017	Utility water sewer - 04/30/17-05/27/17	3.27		83.89	783048
07/01/2017	Rent (07/2017)	871.00		954.89	796847
07/01/2017	Utility Extermination (07/2017)	3.00		957.89	796848
07/01/2017	Trash Collection (07/2017)	13.00		970.89	796849
07/05/2017	Charged Incorrectly for June 2017	(56.57)		914.32	796850

10/01/2017	Utility billing admin - 08/25/17-09/25/17	3.75	3.75	8814249	
10/01/2017	Utility water - 08/25/17-09/25/17	18.15	21.90	8814250	
10/01/2017	Utility water sewer - 08/25/17-09/25/17	3.27	25.17	8814251	
10/01/2017	Rent 10/2017	871.00	596.17	8870138	
10/01/2017	Utility Extermination 10/2017	3.00	596.17	8870139	
10/01/2017	Trash Collection 10/2017	13.00	912.17	8870140	
10/06/2017	chk# 1204		917.66	0.00	3496027
10/01/2017	Utility billing admin - 08/25/17-09/25/17	3.75	3.75	8814249	
10/01/2017	Utility water - 08/25/17-09/25/17	18.15	21.90	8814250	
10/01/2017	Utility water sewer - 08/25/17-09/25/17	3.27	25.17	8814251	
10/01/2017	Rent 10/2017	871.00	596.17	8870138	
10/01/2017	Utility Extermination 10/2017	3.00	596.17	8870139	
10/01/2017	Trash Collection 10/2017	13.00	912.17	8870140	
10/06/2017	chk# 1206 NSF Fed by, chk# 3584880 NSF		912.17	0.00	3563443
10/22/2017	Returned check charge	25.00	25.00	8952846	
10/22/2017	Late Fee November 2017	43.55	68.55	8952849	
10/22/2017	chk# 1206 NSF rec'd of Chk# 3563443		(912.17)	980.72	3584880
10/27/2017	chk# 203405		980.72	0.00	3588104
12/01/2017	Utility billing admin - 09/25/17-10/25/17	3.75	3.75	9005444	
12/01/2017	Utility water - 09/25/17-10/25/17	19.88	23.63	9005445	
12/01/2017	Utility water sewer - 09/25/17-10/25/17	3.27	26.90	9005446	
12/01/2017	Rent (12/2017)	871.00	897.90	9076297	
12/01/2017	Utility Extermination (12/2017)	3.00	900.90	9076298	
12/01/2017	Trash Collection (12/2017)	13.00	913.90	9076299	
12/06/2017	chk# 1208 CHECKscan Payment		913.90	0.00	3630393
01/01/2018	Utility billing admin - 10/25/17-11/25/17	3.75	3.75	9227813	
01/01/2018	Utility water - 10/25/17-11/25/17	23.10	26.85	9227814	
01/01/2018	Utility water sewer - 10/25/17-11/25/17	3.42	30.27	9227815	
01/01/2018	Rent (01/2018)	871.00	901.27	9227816	
01/01/2018	Utility Extermination (01/2018)	3.00	904.27	9227817	

01/01/2018	Trash Collection (01/2018)			917.27	917.27
01/08/2018	chk# 1176 CHECKscan Payment		917.27	0.00	917.27
02/01/2018	Utility billing admin - 11/25/17-12/25/17			24.80	9410418
02/01/2018	Utility water - 11/25/17-12/25/17			24.80	9410419
02/01/2018	Utility water sewer - 11/25/17-12/25/17			28.11	9410420
02/01/2018	Rent (02/2018)			899.41	9479172
02/01/2018	Utility Extermination (02/2018)			902.41	9479173
02/01/2018	Trash Collection (02/2018)			915.41	9479174
02/06/2018	Late Fees, 5% of \$871.00			958.86	9577377
02/16/2018	Legal Fees	201.00		1,159.86	9547413
02/21/2018	chk# 202886		400.00	759.86	1775352
02/21/2018	chk# 202887		700.00	559.86	1775353
02/21/2018	chk# 208619		559.86	0.00	1775354
03/01/2018	Utility billing admin - 12/25/17-01/25/18	3.75		3.75	9601881
03/01/2018	Utility water - 12/25/17-01/25/18	24.30		28.05	9601882
03/01/2018	Utility water sewer - 12/25/17-01/25/18	3.42		31.47	9601883
03/01/2018	Rent (03/2018)	871.00		902.47	9692804
03/01/2018	Utility Extermination (03/2018)	3.00		905.47	9692805
03/01/2018	Trash Collection (03/2018)	13.00		918.47	9692806
03/06/2018	chk# 015875		918.47	0.00	3819379
04/01/2018	Utility billing admin - 01/25/18-02/25/18	3.75		3.75	9813451
04/01/2018	Utility water - 01/25/18-02/25/18	24.75		28.50	9813452
04/01/2018	Utility water sewer - 01/25/18-02/25/18	3.42		31.92	9813453
04/01/2018	Rent (04/2018)	871.00		902.92	993083
04/01/2018	Utility Extermination (04/2018)	3.00		905.92	993084
04/01/2018	Trash Collection (04/2018)	13.00		918.92	993084
04/06/2018	chk# 1211 :CHECKscan Payment NSFed by ctrl# 3895381 NSF Fee		919.00	(0.06)	388789
04/12/2018	Returned check charge	25.00		24.92	996995
04/12/2018	Late Fee April 2018	43.55		68.47	996996
04/12/2018	chk# 1211 NSF receipt Ctrl# 3887894		(919.00)	987.47	388789
04/19/2018	chk# 156269		987.47	0.00	388789

## Application for Community Assistance


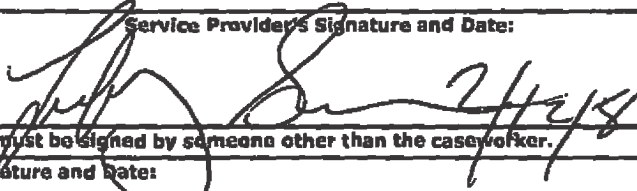
Signature Page for AppNo: 1083063

<b>Agency:</b> DSS Access	<b>Service Provider:</b> Summers, Tiffany (169) 	<b>Application Date:</b> 2/12/2018 1:02:22 PM
<b>Clients Name:</b> WALLACE, KATRINA	<b>SSN:</b> *****5430	<b>DOB:</b> 5/13/1992
<b>Address:</b> 5901 Tattersall Drive 12 DURHAM, NC 27713		<b>CaseNumber:</b> 238715

I certify that the information given by me with regard to my application for assistance is true and correct to the best of my knowledge and belief. I understand that North Carolina law makes it a misdemeanor to obtain assistance falsely. To do so is punishable, upon conviction or guilty plea, by a fine or imprisonment or both, at the court's discretion.

By signing this document, I understand that the Department of Social Services may or will contact the recipient of the assistance payment without me being present.

I authorize the Department of Social Services to verify any of the information given by me in this application

<b>Applicant's Signature and Date:</b> 	<b>Service Provider's Signature and Date:</b> 
<b>If client is unable to sign, the witness signature must be signed by someone other than the caseworker.</b>	
<b>Witness Signature and Date:</b>	

## ADDITIONAL SIGNATURES AS NEEDED

<b>Supervisor's Signature and Date:</b>	<b>Program Manager's Signature and Date:</b>
<b>Assistant Director's Signature and Date:</b>	<b>Director's Signature and Date:</b>

<b>Internal Use Only:</b>	<b>Signed Release Form:</b> Yes	<b>Disposition:</b>	<b>Application Status:</b> COMPLETE			
<b>PROGRAM</b>	<b>Assistance Type</b>	<b>VENDOR NAME and ADDRESS</b>	<b>Account Number</b>	<b>Amount</b>	<b>Check Number</b>	<b>Check Delivery</b>
Temporary Assistance to Needy Families	Rental Assistance	SOUTH POINT GLEN 5802 Tattersall Dr Durham North Carolina 27713	Apt 12	400.00		Mail

Comments:



## Application for Community Assistance

Signature Page for AppNo: 1083072

<b>Agency:</b> DSS Access	<b>Service Provider:</b> Summers, Tiffany (169) 	<b>Application Date:</b> 2/12/2018 1:22:29 PM
<b>Clients Name:</b> WALLACE, KATRINA	<b>SSN:</b> *****5430	<b>DDB:</b> 5/13/1992
<b>Address:</b> 5901 Tattersall Drive 12 DURHAM, NC 27713		<b>CaseNumber:</b> 238715

I certify that the information given by me with regard to my application for assistance is true and correct to the best of my knowledge and belief. I understand that North Carolina law makes it a misdemeanor to obtain assistance falsely. To do so is punishable, upon conviction or guilty plea, by a fine or imprisonment or both, at the court's discretion.

By signing this document, I understand that the Department of Social Services may or will contact the recipient of the assistance payment without me being present.

I authorize the Department of Social Services to verify any of the information given by me in this application

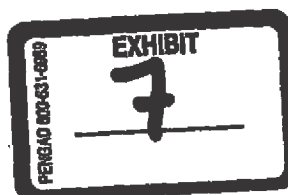
<b>Applicant's Signature and Date:</b>  2/12/18	<b>Service Provider's Signature and Date:</b>  2/12/18
If client is unable to sign, the witness signature must be signed by someone other than the caseworker.	
<b>Witness Signature and Date:</b>	

## ADDITIONAL SIGNATURES AS NEEDED

<b>Supervisor's Signature and Date:</b>	<b>Program Manager's Signature and Date:</b>
<b>Assistant Director's Signature and Date:</b>	<b>Director's Signature and Date:</b>

<b>Internal Use Only:</b>	<b>Signed Release Form:</b> Yes	<b>Disposition:</b>	<b>Application Status:</b> COMPLETE			
<b>PROGRAM</b>	<b>Assistance Type</b>	<b>VENDOR NAME and ADDRESS</b>	<b>Account Number</b>	<b>Amount</b>	<b>Check Number</b>	<b>Check Delivery</b>
County Emergency Assistance- Preventative	Rental Assistance	SOUTHPOINT GLEN 5800 Tattersall Drive Durham NC 27713	Apt 12	200.00		Other

Comments:







— Forwarded Message —

From: "Southpoint Glen Assistant Manager" <[southpointglenacm@greystar.com](mailto:southpointglenacm@greystar.com)>

To: "Southpoint Glen Assistant Manager" <[southpointglenacm@greystar.com](mailto:southpointglenacm@greystar.com)>

Sent: Tue, Feb 13, 2018 at 10:46 AM

Subject: Filing Completed.

Good morning,

Please note that all unpaid accounts have now been filed on for possession. To dismiss the eviction filing, please include the filing fee. (\$201 for one lease holder, \$231 for two lease holders, \$261 for three lease holders)

Southpoint Glen can only file for possession of an apartment three (3) times. On the third filing, we can no longer accept rent and must complete the eviction. We do not want to evict our lovely residents, so please make every effort to pay your rent in a timely manner going forward.

Should you have any questions, please contact the office.

Sincerely,

**Brooke Griffin** | Assistant Community Manager

Southpoint Glen | 5800 Tattersall Drive | Durham, NC 27713

o 919-544-3977 | f 919.544-7431 | [southpointglenacm@greystar.com](mailto:southpointglenacm@greystar.com)

Southpoint Glen | Facebook

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**\*This is an attempt to collect a debt\***







— Forwarded Message —

From: "Southpoint Glen Assistant Manager" <southpointglenacm@greystar.com>

To: "katrina922000@yahoo.com" <katrina922000@yahoo.com>

Sent: Fri, Feb 16, 2018 at 10:46 AM

Subject: Invoice

Hi Katrina,

Please find the attached invoice from the law firm we use to file evictions.

The cost of eviction is the responsibility of the resident per NC tenant law 42-33.

And as far as the eviction proceedings starting on the 12<sup>th</sup> of the month, "Under the lease, rent is due on the first and is technically late on the second. The lease also provides that once a resident is in default (by not paying rent or by violating any other term of the lease), the landlord can, with or without notice to the resident, terminate the resident's lease or right to possession of the apartment." We give until the 12<sup>th</sup> to have a grace period and to avoid filing for eviction!

Hope this answers any questions you had!

Best,

**Brooke Griffin** | Assistant Community Manager

Southpoint Glen | 5800 Tattersall Drive | Durham, NC 27713

o 919-544-3977 | f 919.544-7431 | [southpointglenacm@greystar.com](mailto:southpointglenacm@greystar.com)

Southpoint Glen | Facebook

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\*This is an attempt to collect a debt\*

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18-20

## STATE OF NORTH CAROLINA

File No.

18CVM1287

DURHAM

County

FILED

In The General Court Of Justice

18 FEB 28

☒ Small Claims☐ District☐ Superior Court Division

Name Of Plaintiff

Innesbrook Apartments LLC  
dba Southpoint Glen

DURHAM

COUNTY, C.S.

NOTICE OF

VOLUNTARY DISMISSAL

VERSUS

BY

Name Of Defendant

Katrina Wallace

☒ COMPLAINT☐ COUNTERCLAIM☐ OTHER

G.S. 1A-1, Rule 41

Complete the following information if known:

Court Date

Time



AM



PM

Location

2/28/2018

9:00

3rd Floor, 510 South Dillard Street, Durham, NC 27701

☒ The plaintiff gives notice of voluntary dismissal ☐ with prejudice ☒ without prejudice  
in this case as to all of the defendants.☐ The plaintiff gives notice of voluntary dismissal ☐ with prejudice ☐ without prejudice  
in this case only as to the defendants named below and this case remains open as to defendants not listed. (Name of  
defendants for whom dismissal taken.)☐ The defendant gives notice of voluntary dismissal ☐ with prejudice ☐ without prejudice  
of the counterclaim in this case as to all of the plaintiffs.☐ The defendant gives notice of voluntary dismissal ☐ with prejudice ☐ without prejudice  
in this case only as to the plaintiffs named below and the counterclaim remains open as to plaintiffs not listed. (Name  
of plaintiffs for whom dismissal taken.)☐ Other:

Date

2/27/2018

Plaintiff Or Attorney

Defendant Or Attorney

**NOTE TO CITY OR COUNTY PLAINTIFF:** If, pursuant to G.S. 7A-317, you were not required to advance costs when filing the complaint to which you are taking a voluntary dismissal, you must pay the costs to the Clerk of Superior Court upon taking a voluntary dismissal. You may not refile this lawsuit without paying the costs. G.S. 1A-1, Rule 41.



<b>COMPLAINT IN SUMMARY EJECTMENT</b>		<b>STATE OF NORTH CAROLINA</b>  In The General Court Of Justice District Court Division-Small Claims	
File No. _____  G.S. 7A-216, 7A-232; Ch. 42, Art. 3 and 7 Name And Address Of Plaintiff Innesbrook Apartments LLC  dba Southpoint Glen 5800 Tattersall Drive  Durham NC 27713 County Telephone No. DURHAM (919)544-3977		DURHAM County  Description Of Premises (include Location) 5901 Tattersall Dr., Apt 12, DURHAM, NC 27713  Ratio Of Rent (tenant's share) <input checked="" type="checkbox"/> Month <input type="checkbox"/> Week 871.00 per 02/01/2018 Date Lease or Possession Terminated Type Of Lease <input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Public Housing Section 8 <input type="checkbox"/> Oral <input checked="" type="checkbox"/> Written	
<b>VERSUS</b>  Name And Address Of Defendant 1 <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Corporation Katrina Wallace 5901 Tattersall Dr. Apt 12 DURHAM NC 27713 County Telephone No. DURHAM Name And Address Of Defendant 2 <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Corporation		1. The defendant is a resident of the county named above. 2. The defendant entered into possession of premises described below as a lessee of plaintiff.  3. <input type="checkbox"/> The defendant failed to pay the rent due on the above date and the plaintiff made demand for the rent and waited the 10-day grace period before filing the complaint. <input type="checkbox"/> The lease period ended on the above date and the defendant is holding over after the end of the lease period. <input checked="" type="checkbox"/> The defendant breached the condition of the lease described below for which re-entry is specified. <input type="checkbox"/> Criminal activity or other activity has occurred in violation of G.S. 42-63 as specified below. Description Of Breach/Criminal Activity (give names, dates, places and illegal activity) Failure to pay monthly rent when due/in full, from the date above through the hearing date.  4. The plaintiff has demanded possession of the premises from the defendant who has refused to surrender it, and the plaintiff is entitled to immediate possession. 5. Pursuant to G.S. 42-28, Plaintiff hereby omits any claim for rents or damages and is seeking possession of the premises only. Plaintiff reserves the right to seek any monetary damages in a separate civil action.	
County Telephone No. Name And Address Of Plaintiff's Attorney Or Agent Hans Dara Loebsock & Brownlee, PLLC P.O. Box 78058 Charlotte NC 28271 (919)792-1690		Description Of Any Property Damage Amount Of Damage (If Known) \$ CLAIMS RESERVED 871.00 Amount Of Rent Unpaid \$ 871.00 Total Amount Due \$ POSSESSION ONLY 6. Plaintiff therefore requests to be put in possession of the Premises.  Date 2/15/2018 Name Of Plaintiff/Attorney/Agent (Type Or Print) Hans Dara Signature Of Plaintiff/Attorney/Agent  <b>CERTIFICATION WHEN COMPLAINT SIGNED BY AGENT OF PLAINTIFF</b> I certify that I am an agent of the plaintiff and have actual knowledge of the facts alleged in this Complaint. Date 2/15/2018 Name Of Agent (Type Or Print) Signature Of Agent	

## INFORMATION FOR PARTIES TO THE CASE

1. The PLAINTIFF must file a small claim action in the county where at least one of the defendants resides.
2. The PLAINTIFF cannot sue in small claims court for more than \$10,000.00 excluding interest and costs unless further restricted by court order. Also, in a subsidized housing case (involving a Section 8 voucher or a Housing Authority program) the "Rate of Rent" box should only show the rent amount the Tenant personally pays. If the PLAINTIFF has listed the full Rent amount, the Tenant has the right to ask the Court to make its ruling based only on their portion of the Monthly Rent.
3. The PLAINTIFF must show the complete name and address of the defendant to ensure service on the defendant. If there are two defendants and they reside at different addresses, the plaintiff must include both addresses. The plaintiff must determine if the defendant is a corporation and sue in the complete corporate name. If the business is not a corporation, the plaintiff must determine the owner's name and sue the owner.
4. The PLAINTIFF may serve the defendant(s) by mailing a copy of the summons and complaint by registered or certified mail, return receipt requested, addressed to the party to be served or by paying the costs to have the sheriff serve the summons and complaint. If certified or registered mail is used, the plaintiff must prepare and file a sworn statement with the Clerk of Superior Court proving service by certified mail and must attach to that statement the postal receipt showing that the letter was accepted.
5. The PLAINTIFF must pay advance court costs at the time of filing this Complaint. In the event that judgment is rendered in favor of the plaintiff, court costs may be charged against the defendant.
6. The PLAINTIFF must appear before the magistrate to prove his/her claim.
7. Each DEFENDANT has the right to appear in Court at the time and place noted on the Summons, and to present their case, and any defenses, to the Magistrate. The DEFENDANT may also file a written Answer, making note of their responses to the numbered paragraphs of the Complaint and noting any defenses to the claims against them. Any written response should be filed at the Courthouse with the office of the Clerk of Court. Any written response filed with the Court should be filed in duplicate, and a copy should be provided to the Plaintiff no later than the time set for the hearing of the case.  
NOTE: The filing of a written response DOES NOT relieve a Defendant of the need to appear at the hearing to assert any/all defenses to the Plaintiffs claims.
8. Requests for continuances of cases before the magistrate may be granted for good cause shown and for no more than five (5) days per continuance unless the parties agree otherwise.
9. The magistrate will render judgment on the date of hearing unless the parties agree otherwise, or the case is complex as defined in G.S. 7A-222, in which case the decision is required within five (5) days.
10. The PLAINTIFF or the DEFENDANT may appeal the magistrate's decision in this case. To appeal, notice must be given in open court when the judgment is entered, or notice may be given in writing to the Clerk of Superior Court within ten (10) days after the judgment is entered. If notice is given in writing, the appealing party must also serve written notice of appeal on all other parties. The appealing party must PAY to the Clerk of Superior Court the costs of court for appeal within ten (10) days after the judgment is entered. If the appealing party applies to appeal as an indigent, and that request is denied, that party has an additional five (5) days to pay the court costs for the appeal.
11. If the defendant appeals and wishes to remain on the premises the defendant must also post a stay of execution bond within ten (10) days after the judgment is entered. In the event of an appeal by the tenant to district court, the landlord may file a motion to dismiss that appeal under G.S. 7A-228(d). The court may decide the motion without a hearing if the tenant fails to file a response within ten (10) days of receipt of the motion.
12. Following a Tenant's request made within seven (7) days after the Landlord is placed in lawful possession of the Premises, the Landlord must release all remaining personal property to the Tenant. Once the Landlord has been placed in lawful possession of the Premises by execution of a Writ and has offered to release the Tenant's property, if the Tenant fails to retrieve any personal property during the Landlord's regular business hours within seven(7) days after execution of the Writ, the landlord may throw away, dispose of, or sell the property in accordance with the provisions of G.S. 42-25.9(g). If the Tenant's personal property is sold, the Landlord must disburse any excess proceeds to the Tenant upon request within seven (7) days following the sale. If the total value of the Tenant's personal property remaining in the Premises is less than \$500.00, however, it is deemed abandoned five (5) days after execution of the Writ unless the Tenant requests, before the end of the five-day period, that the personal property be released to the Tenant, in which case the Landlord must release possession of the personal property to the Tenant during regular business hours or at a different time the parties have agreed upon.
13. Victims of Domestic Violence, Sexual Assault and Stalking are protected under G.S. 42-42.2 from having their tenancy terminated based substantially on their status as a victim of any of those events; if you believe the claims against you violate this prohibition, you should consult an attorney, a domestic violence victims' rights organization, or simply advise the Court at the time of the hearing on your case.
14. The Clerk or magistrate cannot advise you about your case or assist you in completing this form. If you have any questions, you should consult an attorney.

256519  
FILED FEB 20 2018

18 CV RP 1287

AB

STATE OF NORTH CAROLINA

DURHAM County

File No.

In The General Court Of Justice  
District Court Division - Small Claims

Plaintiff(s)  
Innesbrook Apartments LLC  
dba Southpoint Glen  
2018 FEB 21 A 8:42 005876

MAGISTRATE SUMMONS

☐ ALIAS AND PLURIES SUMMONS (ASSESS FEE)

G.S. 1A-1, Rule 4; 7A-217, -232

VERSUS  
Defendant(s)  
Katrina Wallace

Date Original Summons Issued  
Date(s) Subsequent Summons(es) Issued

TO

TO

Name And Address Of Defendant 1  
Katrina Wallace  
5901 Tattersall Dr.  
Apt 12  
DURHAM NC 27713

Name And Address Of Defendant 2

A Small Claim Action Has Been Commenced Against You!

You are notified to appear before the magistrate at the specified date, time, and location of trial listed below. You will have the opportunity at the trial to defend yourself against the claim stated in the attached complaint.

You may file a written answer, making defense to the claim, in the office of the Clerk of Superior Court at any time before the time set for trial. Whether or not you file an answer, the plaintiff must prove the claim before the magistrate.

If you fail to appear and defend against the proof offered, the magistrate may enter a judgment against you.

Date Of Trial 2/28/2018	Time Of Trial 9:00 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	Location Of Court 3rd Floor, 510 South Dillard Street, Durham, NC 27701
Name And Address Of Plaintiff Or Plaintiff's Attorney Innesbrook Apartments LLC d/b/a Southpoint Glen 5800 Tattersall Drive Durham NC 27713		Date Issued FEB 16 2018 Signature <i>Jerry A Perry</i> <input checked="" type="checkbox"/> Deputy CSC <input type="checkbox"/> Assistant CSC <input type="checkbox"/> Clerk Of Superior Court

FILED  
(Over)  
2018 FEB 23 A 11:31  
DURHAM CO. CLERK